

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

EDDYSTONE RAIL COMPANY, LLC,
Plaintiff,

v.

BRIDGER LOGISTICS, LLC, *et al.*,
Defendants.

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No. 2:17-cv-00495-JDW

STIPULATION TO RELEASE BOND

Plaintiff Eddystone Rail Company, LLC (“Plaintiff”) and Defendants Bridger Logistics, LLC, Ferrellgas Partners, L.P., Ferrellgas, L.P., Bridger Administrative Services II, LLC, Bridger Marine, LLC, Bridger Rail Shipping, LLC, Bridger Real Property, LLC, Bridger Storage, LLC, Bridger Swan Ranch, LLC, Bridger Terminals, LLC, Bridger Transportation, LLC, Bridger Energy, LLC, Bridger Leasing, LLC, Bridger Lake, LLC, J.J. Liberty, LLC, and J.J. Addison Partners, LLC (collectively, “Defendants” and, with Plaintiff, the “Parties”), by and through undersigned counsel, hereby stipulate that the bond for \$190,000,000.00 entered on July 11, 2024 (ECF 770) (the “Bond”) and approved by the Court on July 9, 2024 (ECF 769) shall be released in full upon (i) the closing of the settlement between the Parties and (ii) the receipt by the sureties issuing the Bond (the “Sureties”) of a letter executed by the Parties, substantially in the form attached hereto as **Exhibit A** (the “Joint Letter”) and transmitted by email, confirming that the settlement has closed. The Parties hereby request that the Court enter an Order, substantially in the form attached hereto as **Exhibit B**, approving this Stipulation and providing that upon receipt of the Joint Letter by the Sureties, the Sureties shall be fully released from, and shall have no further obligations with respect to, the Bond. Further, upon closing of the settlement and in

accordance with the terms thereof, the Parties shall file a stipulation of dismissal with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).

Dated: January 13, 2025

Respectfully submitted,

<p>By: <u>/s/ Steven J. Barber</u></p> <p>Henry E. Hockeimer, Jr. (I.D. No. 86768) Terence M. Grugan (I.D. No. 307211) BALLARD SPAHR LLP 1735 Market Street, 51st Floor Philadelphia, PA 19103-7599 Telephone: (215) 665-8500 Facsimile: (215) 864-8999 hockeimerh@ballardspahr.com grugan@ballardspahr.com</p> <p>Steven J. Barber (<i>Pro Hac Vice</i>) Jennifer Quinn-Barabanov (<i>Pro Hac Vice</i>) Alice Loughran (<i>Pro Hac Vice</i>) Steven K. Davidson (<i>Pro Hac Vice</i>) Andrew J. Sloniewsky (<i>Pro Hac Vice</i>) STEPTOE & JOHNSON LLP 1330 Connecticut Avenue, NW Washington, DC 20036 Telephone: (202) 429-3000 Facsimile: (202) 429-3902 sbarber@steptoe.com jquinnbarabanov@steptoe.com aloughran@steptoe.com sdavidson@steptoe.com asloniewsky@steptoe.com</p> <p><i>Counsel for Eddystone Rail Company, LLC</i></p>	<p>By: <u>/s/ Lawrence G. Scarborough</u></p> <p>Richard E. Coe (I.D. No. 94539) FAEGRE DRINKER BIDDLE & REATH LLP One Logan Square, Suite 2000 Philadelphia, Pennsylvania 19103 Telephone: (215) 988-2700 Facsimile: (215) 988-2757 richard.coe@faegredrinker.com</p> <p>Lawrence G. Scarborough (<i>Pro Hac Vice</i>) FAEGRE DRINKER BIDDLE & REATH LLP 1177 Avenue of the Americas, 41st Floor New York, New York 10036 Telephone: (212) 248-3140 Facsimile: (212) 248-3141 lawrence.scarborough@faegredrinker.com</p> <p>Jacob A. Kramer (<i>Pro Hac Vice</i>) FAEGRE DRINKER BIDDLE & REATH LLP 1500 K Street NW, Suite 1100 Washington, D.C. 20004 Telephone: (202) 230-5289 Facsimile: (202) 312-7461 jake.kramer@faegredrinker.com</p> <p>Desmonne A. Bennett (<i>Pro Hac Vice</i>) FAEGRE DRINKER BIDDLE & REATH LLP 1144 15th Street, Suite 3400 Denver, Colorado 80202 Telephone: (303) 607-3500 Facsimile: (303) 607-3600 desmonne.bennett@faegredrinker.com</p> <p><i>Attorneys for Bridger Logistics, LLC, Ferrellgas Partners, L.P., Ferrellgas, L.P., Bridger Administrative Services II, LLC, Bridger Marine, LLC, Bridger Rail Shipping, LLC, Bridger Real</i></p>
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	<i>Property, LLC, Bridger Storage, LLC, Bridger Swan Ranch, LLC, Bridger Terminals, LLC, Bridger Transportation, LLC, Bridger Energy, LLC, Bridger Leasing, LLC, Bridger Lake, LLC, J.J. Liberty, LLC, and J.J. Addison Partners, LLC</i>
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CERTIFICATE OF SERVICE

I, Lawrence G. Scarborough, hereby certify that, on January 13, 2025, a true and correct copy of the foregoing **STIPULATION TO RELEASE BOND** was filed electronically via the Court's CM/ECF filing system. This document is available for viewing and downloading from the CM/ECF system and electronic notification has been sent to all counsel of record.

/s/ Lawrence G. Scarborough

Exhibit A

Joint Letter

January [15], 2025

Via Email

United States Fire Insurance Company
305 Madison Avenue
Morristown, NH 07960
Attn: Dave Ghezzi
Email: [●]

International Fidelity Insurance Company
One Newark Center
20th Floor
Newark, NJ 07102
Attn: Irene Martins, Asst. Secretary
Email: [●]

Atlantic Specialty Insurance Company
605 US Highway 169
Eighth Floor
Plymouth, MN 55441
Attn: Collateral Manager
Email: [●]

Ascot Surety and Casualty Company
55 E. 46th Street
New York, NY 10036
Attn: Tara North
Email: [●]

Re: Supersedeas Bond Issued in Connection with Case No. 2:17-cv-00495-JDW and Letter of Credit Nos. 38147121, 38147122, 38147123, and 38147121 (collectively, the “Letters of Credit”)

Dear Sureties:

This letter is being provided to you in connection with the *Order for Release of Bond* [Docket No. ____] (the “Supersedeas Bond Release Order”) entered on January [____], 2025 by United States District Court for the Eastern District of Pennsylvania (the “Court”) in the action entitled *Eddystone Rail Company, LLC v. Bridger Logistics, LLC et al.*, Case No. 2:17-cv-00495-JDW (the “Action”).

Ferrellgas, L.P. and its affiliates (“Ferrellgas”) and Eddystone Rail Company, LLC (“Eddystone”) hereby confirm that the “Settlement” as defined in the Supersedeas Bond Release Order has closed. Thus, in accordance with the Supersedeas Bond Release Order, the Supersedeas Bond (Surety) issued on or about July 11, 2024 (the “Bond”) in connection with the Ferrellgas appeal of the judgment entered against certain Ferrellgas entities in the Action is released and cancelled and the Sureties are released from any obligations under the Bond. Accordingly, we hereby request that each of you affirmatively confirm by reply email that the Bond and the Letters of Credit issued for your benefit to secure the Bond are released.

Thank you for your assistance in this matter.

[Signature Page to Follow]

Sincerely,

[SIGNATURE]

Ferrellgas, L.P.

[SIGNATURE]

Eddystone Rail Company, LLC

[Signature Page to Joint Letter]

Exhibit B

Proposed Order

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

EDDYSTONE RAIL COMPANY, LLC,
Plaintiff,

v.

BRIDGER LOGISTICS, LLC, *et al.*,
Defendants.

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No. 2:17-cv-00495-JDW

[PROPOSED] ORDER FOR RELEASE OF BOND

AND NOW, this ____ day of _____, 2025, upon consideration of the Stipulation to Release Bond filed by Plaintiff Eddystone Rail Company, LLC (“Plaintiff”) and Defendants Bridger Logistics, LLC, Ferrellgas Partners, L.P., Ferrellgas, L.P., Bridger Administrative Services II, LLC, Bridger Marine, LLC, Bridger Rail Shipping, LLC, Bridger Real Property, LLC, Bridger Storage, LLC, Bridger Swan Ranch, LLC, Bridger Terminals, LLC, Bridger Transportation, LLC, Bridger Energy, LLC, Bridger Leasing, LLC, Bridger Lake, LLC, J.J. Liberty, LLC, and J.J. Addison Partners, LLC, it is **ORDERED** that the stipulation is **APPROVED**, and the bond entered by Defendants Ferrellgas Partners, L.P., Bridger Energy, LLC, and Bridger Transportation, LLC on July 11, 2024 (ECF 770) shall be **RELEASED IN FULL** upon (i) the closing of the settlement between the Parties and (ii) the receipt of the Joint Letter by the sureties that issued the Bond (the “Sureties”); and it is further **ORDERED** that the Sureties are released, in full, from any and all obligations under the Bond upon receipt of the Joint Letter by electronic mail from either of the Parties.

BY THE COURT

Hon. Joshua D. Wolson